

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4		Page 1 Of 22	
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0131		3. Effective Date 2003DEC12		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGB VALERIE PETTYGRUE (586)574-7239 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: PETTYGRV@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000			Code S2305A	
			SCD C PAS NONE		ADP PT HQ0337		
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) REALTIME TECHNOLOGIES, INC. 1517 N. MAIN STREET ROYAL OAK, MI. 48067-1319 TYPE BUSINESS: Other Small Business Performing in U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				9. Discount For Prompt Payment			
				10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12	
Code 1R5H6				Facility Code		To The Address Shown In:	
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266			Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price		15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount	
			KIND OF CONTRACT: Research and Development Contracts				
15G. Total Amount Of Contract						\$69,218.03	
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	14
X	B	Supplies or Services and Prices/Costs	2	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	22
X	D	Packaging and Marking	7	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	8		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	9				
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X	H	Special Contract Requirements	12		M	Evaluation Factors for Award	
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer WYMAN E. YOUNG II YOUNGE@TACOM.ARMY.MIL (586)574-8093			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2003DEC12	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT									
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>INT OF VEH MODELS & ANALYTICAL SIMULATIONS</u></p> <p>NOUN: SBIR PHASE I SECURITY CLASS: Unclassified</p> <p>The Contractor shall furnish all the supplies and services to accomplish the task specified in Section C "Scope of Work" for the <u>Phase I, Basic Period</u> (see Sections C.1.1, C.2.1, C.2.2, and C.3.1). This work pertains to the Contractor's proposal number A032-2389, entitled, "Integration of Vehicle Models and Analytical Simulations," submitted under the Small Business Innovation Research (SBIR) Program.</p> <p>Total Firm-Fixed-Price Amount: \$69,218.03</p> <p>(End of narrative A001)</p>													
0001AA	<p><u>1ST PROGRESS STATUS REPORT</u></p> <p>PRON: E142C060EH PRON AMD: 02 ACRN: AA AMS CD: 665502M4055</p> <p>Supplies/Services described in the Contractor's <u>Phase I, Basic Period</u>, Progress Report, Data Item A001, submitted by the end of the second (2nd) month of effort, along with a DD Form 250 approved by the Contracting Officer's Representative (COR). (See Section B.1, "Payments.")</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table border="0"> <tr> <td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr> <tr> <td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr> <tr> <td>001</td><td>0</td><td>SEE SECTION F</td></tr> </table> <p>\$ 23,073.00</p>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	SEE SECTION F				\$ 23,073.00
DLVR SCH		PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>												
001	0	SEE SECTION F												
0001AB	<p><u>2ND PROGRESS STATUS REPORT</u></p>				\$ 23,073.00									

Name of Offeror or Contractor: REALTIME TECHNOLOGIES, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Technical Data as set forth in Exhibit A, Contract Data Requirements List (DD Form 1423)</div> <div>(End of narrative B001)</div>			Not Separately Priced	

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B.1 PAYMENTS

Payments under this contract are to be in accordance with (IAW) the SubCLINs described in the Continuation Sheets of this Section B. SubCLINs 0001AA, 0001AB, and 0001AC are set up to pay the Contractor at the end of the second (2nd), fourth (4th), and sixth (6th) month of the Phase I basic period. Payments for subCLINs 0001AA, 0001AB, and 0001AC are contingent upon the TACOM Contracting Officer's Representative (COR) receiving and approving a DD Form 250 (Material Inspection and Receiving Report) for the designated report for each SubCLIN. The COR will forward the approved DD Form 250 to the Defense Finance Accounting Service (DFAS) payment office, so the Contractor can be paid.

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK (SOW)

C.1.1 Phase I, Basic Period: The Contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials and services to complete the effort described in the Contractor's Proposal No. A032-2389 (Integration of Vehicle Models and Analytical Simulations), dated 14 Aug 03, pages 15-17, paragraph 4 (Phase I Technical Objectives) and 5(Phase I Work Plan), Tasks I through V, submitted under the Small Business Innovation Research (SBIR) Program, Topic Number A03-231.

C.1.2 The contractor shall also perform the following scope of work, in addition to the work described in the proposal:

C.1.2.1 Task VI - System Integration

The Phase I IVDYN system will consist of the existing ADAMS2VRML converter, the DADS2VRML converter developed in Task I, the existing OpenFlight to VRML converter, and the SGI based VRML browser developed in Task II. The resulting IVDYN system will operate at a target update rate of 15 Hz on the SGI system.

C.1.2.2 The Phase I report will include technical information on the best approach, with supporting methodologies to port the IVDYN system to Linux.

C.1.2.3 Working with the COR, three CAD packages will be identified for use with the IVDYN system. For CAD packages that have currently existing VRML export capability, the CAD package will be integrated into the Phase I IVDYN system. For CAD packages for which VRML export capability does not exist a section in the Phase I report will be written that defines the best approach, with supporting methodologies to convert the CAD objects for use in the IVDYN system.

C.1.2.4 A prototype VRML editor will be developed using Internet Scene Assembler (ISA). The prototype editor will be used by RTI researchers and the COR to identify requirements for VRML based editing. These requirements will be documented and included in the Phase I report.

C.1.2.5 The Phase I IVDYN system will be demonstrated by displaying the output from the DADS2VRML and ADAMS2VRML converters as well as the OpenFlight to VRML converter using the SGI based VRML browser. For CAD packages for which VRML export capability is available, the resulting VRML output will also be displayed using the SGI based VRML browser. Finally VRML scenes will be edited in ISA and displayed using the SGI based VRML browser.

C.2 DATA DELIVERABLES

C.2.1 Phase I, Basic Period, Progress Reports: The Contractor shall submit bi-monthly progress reports on all work completed to date, for a total of two (2) progress reports in the Phase I basic period, in accordance with (IAW) Exhibit A, Contract Data Requirements List (CDRL, DD Form 1423), Data Item Number A001.

C.2.2 Phase I, Basic Period, Technical Reports: The Contractor shall prepare and submit to the Government one (1) draft report and one (1) final report by the end of the Phase I basic period, IAW Exhibit A, CDRL (DD Form 1423), Data Item Number A002.

C.3 MEETING

C.3.1 Phase I, Basic Period, Kick-Off Meeting: The Contractor shall plan and conduct a kick-off meeting, via telephone, with the Contracting Officer's Representative (COR) no later than one (1) month after contract award. At the meeting, the Contractor shall explain its intended approach for accomplishing the Phase I basic period SOW.

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SECTION D - PACKAGING AND MARKING

D.1 PACKAGING

The Contractor shall package all deliverables under this contract in accordance with standard commercial practice to ensure arrival at destination without loss or damage.

D.2 SOFTWARE MARKING

The Contractor shall mark all software delivered under this contract with the software title, TACOM Contract number, the name and address of the prime Contractor, and the name and address of the Subcontractor (if any) which generated the software. The marking shall be in the format below for prime Contractor or Subcontractor generated software as applicable:

Software Title
TACOM Contract Number
Contractor's Name
Contractor's Address

Software Title
TACOM Contract Number
Contractor's Name
Address
Subcontractor's Name
Subcontractor's Address

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984

E.1 INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR) is responsible for inspecting and accepting or rejecting all reports submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.

*** END OF NARRATIVE E 001 ***

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 DELIVERY OF REPORTS

The Contractor shall submit all reports electronically in accordance with (IAW) Exhibit A, Contract Data Requirements List (CDRL) (DD Form 1423).

F.2 PERIOD OF PERFORMANCE

F.2.1 Phase I, Basic Period. The Phase I basic period shall be six (6) months from the date of contract award. Within the six (6) month period, the Contractor shall deliver a "Contractor's Progress, Status and Management Report" by the end of the second (2nd) and fourth (4th) months, and a final "Scientific and Tehcnical Report" by the end of the sixth (6th) month. The Contracting Officer's Representative's (COR's) acceptance of the final technical report (Data Item A002) will constitute completion of the Phase I basic period.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG	JOB	ACCOUNTING		OBLIGATED
	AMS CD/				ORDER	STATION	
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION	NUMBER		AMOUNT
0001AA	E142C060EH	AA	2	21	42040000046N6N7EP665502255Y S20113	42C060 W56HZV \$	23,073.00
	665502M4055						
0001AB	E142C060EH	AA	2	21	42040000046N6N7EP665502255Y S20113	42C060 W56HZV \$	23,073.00
	665502M4055						
0001AC	E142C060EH	AA	2	21	42040000046N6N7EP665502255Y S20113	42C060 W56HZV \$	23,072.03
	665502M4055						
						TOTAL \$	69,218.03
SERVICE			OBLG	JOB	ACCOUNTING		OBLIGATED
NAME	TOTAL BY ACRN				STATION		
Army	AA	21	42040000046N6N7EP665502255Y S20113	W56HZV	\$		69,218.03
						TOTAL \$	69,218.03

	Regulatory Cite	Title	Date
G-1	52.242-4016 (TACOM)	COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Ms. Dianne Miller
e-mail: millerdi@tacom.armu.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Mr. Mark Carver
e-mail: Mark.Carver@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at

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http://www.usapa.army.mil/pdffiles/r360_1.pdf
.

[End of clause]

G.4 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS

G.4.1 The Contractor shall bill to the alpha numeric Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.4.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which alpha-numeric SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.4.3 To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G - Contract Administration Data. The first digit of the JON represents the fiscal year. (For example, CLIN 0001 is funded by SLINs 0001AA, and 0001AB. If JON: 32C334 is associated with 0001AA and JON: 42C205, associated with 0001AB, SLIN 0001AA is FY 2003 funding and shall be invoiced prior to invoicing against SLIN 0001AB, which is FY 2004 funding.)

G.5 DFAS: SPECIAL PAYMENT INSTRUCTIONS

Defense Finance Accounting Service (DFAS) will make payments as billed by the Contractor.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-3	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-4	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-5	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-6	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-7	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-8	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-9	252.246-7001	WARRANTY OF DATA	DEC/1991
H-10	252.246-7001	WARRANTY DATA - ALTERNATE II	DEC/1991

H-11 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-12 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING DEC/2002
(TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at

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<http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-13	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-12	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-13	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-15	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-17	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-18	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-19	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-20	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-28	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-29	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-30	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-31	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-32	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-33	52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS	APR/1984
I-34	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-35	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-36	52.232-11	EXTRAS	APR/1984
I-37	52.232-17	INTEREST	JUN/1996
I-38	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-39	52.232-25	PROMPT PAYMENT	FEB/2002
I-40	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-41	52.233-1	DISPUTES	JUL/2002
I-42	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-43	52.242-13	BANKRUPTCY	JUL/1995
I-44	52.243-1	CHANGES--FIXED-PRICE (ALTERNATE V (APR 1984))	AUG/1987
I-45	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-46	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-48	52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999

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	Regulatory Cite	Title	Date
I-51	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-52	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-53	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-54	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-55	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-56	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-57	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-58	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-59	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-60	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-61	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-62	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-63	252.235-7010	ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER	MAY/1995
I-64	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-65	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-66	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-67	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-68	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-69	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
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(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

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(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-70 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination

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shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

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(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-71	252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
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(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

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I-72 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-73 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
(TACOM)

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Clause]

I-74 52.215-4405 ACCESS TO THE DETROIT ARSENAL; IDENTIFYING CONTRACTOR EMPLOYEES; NON- NOV/2002
(TACOM) DISCLOSURE STATEMENT

1. This requirement is only applicable to contractor employees working at, or visiting, Detroit Arsenal. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all subcontractors and suppliers.

2. (A) Badges/Passes: Contractor employees entering the Detroit Arsenal are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).

(B) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

"NON-PICTURE" badges (generally issued to shorter term visitors):

Upon arriving at the Detroit Arsenal at the TACOM Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

(C) Returning Badges (to the TACOM Public Safety Office, Building 232).

--Return Non-picture badges upon its expiration date.

--Return Picture badges within (3) three business days of any of the

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following:

The access-expiration date specified on the STA Form 15
If the contract is terminated, the date of termination;
If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may
be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any
other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in
evaluating the contractor's past performance on future acquisitions .

(D) All contractor employees, while on the premises at TACOM Warren, shall continually wear the badge, which shall be visible at all
times.

(E) The identification badge or pass issued to employees of the contractor is for his own use only. Misuse of the badge or pass,
such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from
the Detroit Arsenal property.

(F) If the contractor obtains a new or follow-on contract that again requires physical access to the Detroit Arsenal property, he
shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this
clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.

3. At the discretion of the Detroit Arsenal Commander, any individual known to have a criminal background involving violence may be
denied access to the Detroit Arsenal. Fingerprinting of employees and any other procedure deemed necessary for the security of Detroit
Arsenal may be required at the discretion of Detroit Arsenal Public Safety Office.

4. Any contractor employee attending meetings with Government employees within or outside the Detroit Arsenal boundaries, shall, at the
beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state
the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the
duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.

5. If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be
approved by the Detroit Arsenal Industrial Security Specialist and be held on file the Detroit Arsenal Intelligence and Security
Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in
the Detroit Arsenal Intelligence and Security Division prior to contractor access to classified information.

6. All contractor employees working on the U.S. Army installation, Detroit Arsenal, in the State of Michigan, in connection with this
contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and
Army. Also, they must comply with any existing applicable regulations promulgated by Detroit Arsenal. Additionally, all contractor
employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and
Army Regulation 380-5, Department of the Army Information Security Program.

7. Each contractor employee working at the Detroit Arsenal property under this contract shall sign a Non-disclosure Agreement on their
company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will
be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the
agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee of _____, a
Contractor providing support services/supplies to Detroit Arsenal or its tenants (hereinafter Detroit Arsenal), and likely to have
access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agree to and promise the
following:

WHEREAS RECIPIENT is engaged in delivery support services to Detroit Arsenal under contract; and

WHEREAS, It is the intention of Detroit Arsenal to protect and prevent unauthorized access to and disclosure of
nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WH
EREAS, Detroit Arsenal acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in
the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS
NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION.
FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);

Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of
proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN

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AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and

Other sensitive information that would not be released by Detroit Arsenal under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

[End of clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD 1423)			

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0001AA/AB B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: W56HZV-04-C-0131 F. CONTRACTOR: Realtime Technologies, Inc.

1. DATA ITEM NO. A001
2. TITLE OF DATA ITEM: Contractor's Progress, Status, and Management Report
3. SUBTITLE: Phase I Progress Report
4. AUTHORITY DI-MGMT-80227 5. CONTRACT REFERENCE: Section C, para C.2 6. REQUIRING OFFICE: AMSRD-TAR-N/MS157 7. DD250 REQ: YES
9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Block 16 12. DATE OF FIRST SUB: See Block 16
8. APP CODE: 11. AS OF DATE: See Block 16 13. DATE OF SUBS. SUB: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES	DRAFT	FINAL
	Dianne Miller, Contracting Officer Representative (COR), Email: millerdi@tacom.army.mil			1*
	Valerie Pettygrue, Contract Specialist, Email: pettygrv@tacom.army.mil			1
	Mark Carver, Administrative Contracting Officer (ACO), Email: Mark.Carver@dcma.mil			1
		15. TOTAL:		3

*In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Dianne Miller, Contract Specialist and ACO email address.

16. REMARKS:

a. Basic Period: The Contractor shall deliver two (2) progress reports in the Phase I, Basic Period: the first report by two (2) months after the contract award date, and the second report by four (4) months after the contract award date.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, Contractors Progress, Status, and Management Report. The COR is responsible for accepting or rejecting the Contractors Progress, Status, and Management Reports. See DID DI-MGMT-80227, at the internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0001/48/17/DI80227.PD8>

c. Prepare the reports in the Contractors format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the formats acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft reports due date.

All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.
(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must

annotate the subject lines in this manner: Message 1 of 3, 2 of 3, 3 of 3.

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractors name and address, and a contacts phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO.: 0001AC

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.: W56HZV-04-C-0131

F.CONTRACTOR: Realtime Technologies, Inc.

1. DATA ITEM NO. A002

2. TITLE OF DATA ITEM: Scientific and Technical Reports

3. SUBTITLE: Phase I Draft and Final Technical Reports

4. AUTHORITY (Date of Acquisition Document No.)

5. CONTRACT REFERENCE: Section C, para C.2.1.2

6. REQUIRING OFFICE:AMSTA-TR-

R/MS263

7. DD250 REQ: YES

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Block 16

12. DATE OF

FIRST SUB: See Block 16

8. APP CODE:

11. AS OF DATE: See Block 16

13. DATE OF SUBS. SUB: See Block 16

14. DISTRIBUTION

A. ADDRESSEES

B. COPIES

DRAFT

FINAL

Dianne Miller, Contracting Officer Representative (COR), Email:millerdi@tacom.army.mil

1*

Valerie Pettygrue, Contract Specialist, Email:pettygrv@tacom.army.mil

1

Mark Carver, Administrative Contracting Officer (ACO), Email: Mark.Carver@dcma.mil

1

15. TOTAL:

3

*In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Dianne Miller, Contract Specialist and ACO email address.

16. REMARKS:

a. Basic Period: The Contractor shall deliver one (1) draft Scientific and Technical Report, five (5) months and one (1) week after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the reports cover sheet. The COR shall review the draft report and return it to the Contractor within seven (7) days of receipt with comments. The Contractor shall submit one (1) final Scientific and Technical Report (with the completed SF 298) within fourteen (14) days after receipt of draft comments.

b. Complete the reports IAW DID DI-MISC 80711A, Scientific and Technical Reports. The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form, from the following internet address: http://www.dtic.mil/dtic/submitting/how_submit.html

You may download basic instructions for completing the SF 298 form, from the following internet address: http://www.dtic.mil/dtic/submitting/how_submit.html

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

(a) Approved for public release; distribution unlimited.

(b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractors entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, Report developed under SBIR contract for topic A03-223. The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term SBIR Report.

c. Prepare the reports in the Contractors format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the formats acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft reports due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

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(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractors name and address, and a contacts phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE: